Avanti Projects Group Pty Ltd
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AVANTI PROJECTS GROUP PTY LTD - WORKS CONTRACT

Date: 12-Sep-2024	**Order Number**: S0002279

Parties

Purchaser	**Contractor**
Name: Avanti Projects Group Pty Ltd **ABN:** 43 604 634 184 **Address:** Unit 19/25 Childs Road Chipping Norton NSW 2170 **PH:** 02 9724 2042 **E:** info@www.avantiprojects.com.au	**Name:** All Doors (nsw) Pty Ltd **ABN:** 96 128 338 643 **Address**: ,Leppington NSW 2179 **P:** 0417 975 669 **E:** sales@alldoorsnsw.com.au

1	**Works**	Trade: Window Shutter
2	**Site**	Narellan Medical Centre
3	**Contract Sum**	Fixed lump sum of **$4,840.00 INCL GST**
4	**Cash Retention**	~~Cash Retention - 10% of claim withheld until 5% of contract sum reached~~ ~~2.5% released at Practical Completion~~ ~~2.5% released at conclusion of Warranty Period~~
5	**Payment Terms**	Invoice to be provided on the 23rd day of the month, payable 30 business days later.
6	**Commencement Date (approximately)** **Completion Date (approximately)**	Start Date: Finish Date:
7	**Liquidated Damages**	$ per day (back to back with head contract)
8	**Warranty Period**	12 months from completion
9	**Insurance**	a) Public liability insurance with a limit of not less than [$20 million] b) workers' compensation insurance c) Professional indemnity insurance in the amount of [$20 million]

10	**Contract**	Means this Schedule, the Avanti Projects Group Pty Ltd Terms & Conditions and all annexures referenced in this Schedule, including those in item 11 of the Schedule	
11	**Workplace Health and Safety**	a) PCBU (Avanti Projects) to provide copy of PSP. b) Contractor to provide a SWMS for their specialised high-risk construction work and shall participate in their review, and where necessary amend the SWMS, in consultation with the PCBU (Avanti Projects), and all workers, the SWMS relates to.	
12	**Documents**	**Annexure**	**Attached or N/A**
		A - Scope of Works	See below
		B – Cost Break-down	See below
		C - Program	

Annexure A – Scope of Works

As discussed, Dom from all doors quoted for the following;
- Supply and installed for 1x fire rated roller shutter to window
- Roller shutter to be fire rated
- Roller shutter FRL of 120
- Window size 2200 wide by 1500 high

Annexure B – Cost Break-down

DESCRIPTION	QTY	UNITS	RATE	AMOUNT ($)
Fire rated roller shutter	1.000	Item	4,400.00	$4,400.00
			TOTAL EXCLUDING GST:	**$4,400.00**
			GST COMPONENT:	**$440.00**
			TOTAL INCLUDING GST:	**$4,840.00**

Executed as an agreement.

Signed for **Avanti Projects Group Pty Ltd** by its authorised signatory:

Signature of authorised signatory

Name of authorised signatory (print)

Date:

Signed for **Contractor** in accordance with section 127 of the Corporations Act 2001 (Cth) and by:

Signature of director

Name of director (print)

Date:

Signature of director/secretary

Name of director/secretary (print)

Date:

Avanti Projects Group Pty Ltd - Terms & Conditions

1 Contractor's responsibility and warranties

1.1 The Contractor warrants that it will carry out and complete the Works:

(a) on or before the Date for Completion; and

(b) in accordance with this Contract so that the Works, when completed, will be fit for its intended purpose and comply with all the requirements of this Contract and all relevant legislative requirements, the Building Code of Australia and any other standards or codes which apply to the Works.

1.2 The Contractor must in carrying out the Works:

(a) comply with all:

(i) workplace health, safety and security requirements, including covering any costs associated with inductions in person or online;

(ii) quality assurance requirements; and

(iii) environmental requirements, applicable for the Site and/or the Works;

(b) coordinate and manage its Works with that of other contractors undertaking works on the Site; and

(c) comply with the instructions of the Purchaser when working on the Site.

1.3 If the Contractor damages property, the Contractor must promptly rectify, or pay for others to rectify, the damage and pay any compensation which the law requires the Contractor to pay.

1.4 The Contractor warrants that:

(a) those performing the Works will at all times be suitably qualified and experienced, and will exercise due skill, care and diligence in the carrying out and completion of the Works; and

(b) that the Works, including any Equipment installed as part of the Works, will not infringe any intellectual property rights.

2 Indemnity

2.1 The Contractor indemnifies the Purchaser and its officers, employees, agents and contractors against:

(a) any cost, loss, damage or expense arising from any claim that may be made or brought by any person against the Purchaser or any officer, employee, contractor or agent of the Purchaser;

(b) any cost, loss, damage or expense suffered or incurred by the Purchaser in respect of personal injury to or death of any person; and

(c) loss of or damage to any property (including the Purchaser's property), arising directly or indirectly out of or as a consequence of the performance or non-performance of the Works by the Contractor, its employees, agents or subcontractors.

(d) The Purchaser reserves the right, to retain any outstanding monies owed by the Contractor to the Purchaser, for any previous jobs where a payment is outstanding, and take the withheld money from the current job as payment until the outstanding amount has been paid in full by the contractor.

3 Retention

3.1 Retention in the amount set out in item 4 of the Schedule must be provided by the Contractor.

3.2 The Purchaser's entitlement to Retention will be reduced to 50% of the original Retention amount set out in item 4 of the Schedule on the Works reaching completion.

3.3 The Purchaser's entitlement to the remaining Retention will cease at the later of the:

(a) expiry of the Warranty Period; and

(b) the Contractor rectifying all defects notified to the Contractor prior to the expiry of the Warranty Period, and the Contractor providing a deed of release in a form approved by the Purchaser.

4 Insurance

4.1 The Contractor must prior to the commencement of the Works and before any request for payment, take out and maintain with a reputable insurer the insurances set out in item 11 of the Schedule.

4.2 The Contractor must provide evidence of insurance to the satisfaction of the Purchaser before it commences the Work.

4.3 The Contractor must not do anything or allow anything to be done which might cause the insurances to be cancelled, voided or otherwise prejudiced.

5 Subcontracting

5.1 The Contractor will:

(a) be liable for the acts and omissions of subcontractors as if they were the acts and omissions of the Contractor; and

(b) not, by subcontracting the Works, be relieved of any of its obligations or liabilities under this Contract.

6 Equipment

6.1 The risk in the Equipment and liability for any damage to the Equipment will remain with the Contractor until the Contractor brings the Works to completion.

6.2 Ownership of the Equipment will pass to the Purchaser on delivery (including off-loading), except that if the Equipment is paid for prior to delivery, ownership will pass to the Purchaser once payment has been made.

6.3 The Contractor warrants that the Equipment is free and clear of all liens and encumbrances whatsoever and the Contractor has title to the Equipment.

6.4 The Contractor warrants that the Equipment installed as part of the Works will:

(a) be in accordance with the express provisions of the Contract;

(b) be of good quality and will be free from all defects in materials and workmanship;

(c) be fit for any intended uses expressly or impliedly made known to the Contractor; and

(d) comply with all relevant legislative requirements.

6.5 The Contractor must ensure that the Purchaser (or its

nominee) and the Contractor have the joint and several benefit of any manufacturers' and suppliers' warranties and guarantees in relation to the Equipment.

7 Obligations

7.1 If the Works include a design element this clause will apply.

7.2 The Contractor must carry out and complete any design such that the Contractor's design, is appropriate having regard to the Site.

7.3 The Contractor will assume full responsibility for any information provided by the Purchaser when preparing the design documents.

7.4 The Contractor must submit all design documents to the Purchaser for comment prior to the use of any of the design documents.

7.5 Any comment, acknowledgment or approval by the Purchaser will not prejudice the Contractor's obligations and the Contractor will be liable for all aspects of the design.

8 Variations

8.1 The Contractor must not vary the Works and will have no claim in connection with or arising out of any variation unless before the commencement of such variation the Purchaser directs the variation in writing.

8.2 The Purchaser will price the variation and the price will be added to or deducted from the Contract Sum.

9 Payment

9.1 The Purchaser will pay the Contract Sum in accordance with the Payment Terms set out in item 5 of the Schedule.

9.2 A payment made in relation to this Contract will not be evidence of the value of the Works or an admission of liability or an admission that the Works is satisfactory but is a payment on account only.

9.3 The Purchaser may deduct from any sums due to the Contractor any sum which the Purchaser asserts is or may become payable by the Contractor to the Purchaser.

10 Completion and liquidated damages

10.1 The Contractor must commence the Works on the Commencement Date and bring the Works to completion (as reasonably assessed by the Purchaser) by the Date for Completion and proceed with the Works with due expedition and without delay.

10.2 If the Contractor fails to bring the Works to completion by the Date for Completion, the Contractor will be liable to the Purchaser for Liquidated Damages in the amount set out in item 9 of Schedule 1 for every day or part of a day from the Date for Completion up to and including the date of completion. That amount will be a debt due from the Contractor to the Purchaser.

10.3 The Contractor may claim for an extension to, and the Purchaser may extend, the Date for Completion if any act, default or omission of the Purchaser or its consultants, agents or other contractors (not being employed by the Contractor) causes delay to the Contractor completing the Works by the Date for Completion.

11 Warranty Period

11.1 The Warranty Period will commence on the date of completion and will continue for the period specified in item 10 of the Schedule.

11.2 The Contractor must at its own cost do all things and

remedy all defects in the Works until the end of the Warranty Period.

12 Termination

12.1 The Purchaser may immediately terminate this Contract by written notice to the Contractor:

(a) if the Contractor is in material breach of this Contract; or

(b) if the Contractor commits an act of insolvency or bankruptcy; or

(c) is financially unable to proceed with this Contract.

12.2 Without prejudice to any of the Purchaser's other rights under this Contract, the Purchaser may at any time for its sole convenience by written notice to the Contractor terminate this Contract from the date stated in the notice.

12.3 If the Purchaser terminates this Contract, the Contractor will be entitled to payment as determined by the Purchaser for Works carried out prior to the date of termination.

13 Proportionate Liability

13.1 To the extent allowed by law, the Parties agree that their rights, obligations and liabilities will be those which would exist if Part 4 of the *Civil Liability Act 2002 (NSW)* did not apply.

14 General

14.1 This Contract contains the entire understanding between the Parties as to the subject matter of this Contract. All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Contract are merged in and superseded by this Contract and are of no effect. No Party is liable to any other Party in respect of those matters.

14.2 No waiver of a right or remedy under this Contract is effective unless it is in writing and signed by the Party granting it.

15 Legislation

15.1 This contract is enforced through the laws and regulations that override Workplace Health and Safety as follows:

- Work Health and Safety Act 2011.

- Work Health and Safety Regulation 2011.

16 Definitions

16.1 PCBU – Person Conducting a Business or Undertaking.

16.2 SWMS – Safe Work Method Statement.

16.3 PSP – Project Safety Plan.